COMMONWEALTH OF KENTUCKY FINANCE AND ADMINISTRATION CABINET DIVISION OF REAL PROPERTY

INVITATION TO BID

FOR LEASE

STATE-OWNED REAL PROPERTY KENTUCKY DEPARTMENT OF FISH AND WILDLIFE RESOURCES LEASE OF 148 ACRES OF AGRICULTURE LAND TAYLORSVILLE LAKE WILDLIFE MANAGEMENT AREA ANDERSON AND SPENCER COUNTIES, KENTUCKY

Invitation No: <u>11242021</u>

Bid Opens: Wednesday November 24, 2021 at 3 p.m. EST

INSTRUCTIONS TO BIDDERS

- (1) Bid must be submitted on the "Form of Proposal" included within and made part of this Invitation, appropriately signed and received at the Division of Real Properties, State Properties Branch, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, not later than the specified "bid opening" time and date.
- (2) The Commonwealth of Kentucky reserves the unqualified right to reject any or all bids.
- (3) For further information contact Wendell Harris, State Properties Branch, Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone: (502) 203-5051 or email: <u>Wendell.harris@ky.gov</u>.
- (4) Anyone interested in the results of this bid opening may participate in a conference call at the time listed by dialing 502-782-2663 and entering the participation code 42014.

Invitation to Bid Agricultural Land Taylorsville Lake Wildlife Management Area Anderson and Spencer County, Kentucky

General Terms and Conditions

At the request of the Department of Fish and Wildlife Resources, the Division of Real Properties issues this invitation to bid on the lease of agricultural land at the Taylorsville Lake Wildlife Management Area located in Anderson County Kentucky. The land is to be utilized for the production of small grains, corn or soybeans, as indicated on the enclosed bid forms.

Sealed bids, subject to the conditions contained herein, will be opened at the Division of Real Properties, 403 Wapping St, 3rd FL, Frankfort, Kentucky, 40601, on Wednesday, November 24, 2021 at 3 pm EST.

<u>**Property to be Leased:**</u> The land to be leased is owned or licensed to the Kentucky Department of Fish and Wildlife Resources and is utilized for the purpose of implementing, operating and managing fish and wildlife programs in accordance with an approved Federal Aid Wildlife Management plan. The land to be bid consists of approximately 148 acres.

Each field can be identified by a field number, assigned by the area supervisor, which corresponds to the listing in the bid form. The bid form shows a designated five-year crop rotation for each field. Acreage and field delineation of annual winter wheat plantings will be designated on an as needed basis, to be determined by the Kentucky Department of Fish & Wildlife Resources, with permitting weather conditions. Bids should indicate the annual per acre cost rental that the bidder is willing to pay for each acre of either corn or soybean during the five- year period. In addition, the bidder must agree to spreading \$1,000.00 of gravel (gravel type determined by area manager) on river road. The lessee is not expected to pay rental on any field during the year(s) that they are fallow or in special food for cover plots with KY Dept of Fish and Wildlife Resources. In the fields that will be planted to yellow corn, the cash rental is in addition to leaving Five (5%) percent of crop in the field. In the fields that will be planted to soybean, the cash rental is in addition to leaving five (5%) percent of crop in the field. Winter Wheat will be planted on negotiated contract and a share basis; dependent on field conditions and WMA needs. The shares rate will be 25% winter wheat delivered to the Taylorsville Lake W.M.A. office. A copy of weight tickets for 100% of wheat harvested from the field will also be delivered to the office. The share of crop left in the field shall become the property of the KY Department of Fish and Wildlife Resource's and may not be altered until after March 15th and then only under the terms of a negotiated contract from the KY Department of Fish and Wildlife Resources, Supervising Biologist. The land is to be utilized for the production of small grains. Several fields and portions of fields on the property have been retired as part of habitat management programs on the area. Tenants shall not enter, disturb, drive in or through, mow, spray, or otherwise alter these fields or boarders without approval of the supervising biologist. See the Taylorsville Lake WMA Land Use Conditions and Contract Annex for further information.

<u>History and Field Visit:</u> Bidders are urged and expected to inspect the property to be leased and to satisfy themselves as to all general and local conditions that may affect the cost of compliance with the lease, to the extent such information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after award of the lease.

<u>Purpose of Leasing</u>: The property will be leased for agricultural purposes primarily to insure a permanent and continued supply of food for wildlife; furnishing sport and recreation for present and future residents of this state.

Bid Forms: Bid forms are available at the Taylorsville Lake Wildlife Management Area office by calling 502-477-9024. Bid forms list all fields and field numbers. The bid form shows a six-year rotation for each field with the type of crop to be grown and provides a work space to calculate the total 5-year lease.

Bids: Bidders should submit their bids on the enclosed Bid Forms and these should be <u>completely</u> filled out, signed, and submitted in the enclosed bid envelope, with deposit, (see example page). Bidders should indicate the amount they will pay as rental per acre for all fields included on the work sheet. Bidders should calculate the total bid they propose for the five-year crop rotation. Keep in mind, \$1,000.00 worth of gravel must be spread on river road each year. All bidders will be notified by mail of the results. The Commonwealth of Kentucky reserves the unqualified right to reject any and/or all bids. For further information, contact, Scott Buser,1584 Overlook Drive, Taylorsville Ky, 40071., Phone 502-477-9024 or <u>wendell.harris@ky.gov</u>, PMPA, Division of Real Properties 403 Wapping St, Frankfort, KY 40601., Phone (502) 203-5051.

<u>Bid Revisions/Adjustments:</u> Rental rates in response to this invitation shall remain firm for the entire 5-years of the resulting lease. If a bidder withdraws from the lease, the next highest bidder will be contacted to assume the remaining terms of the lease.

Road Maintenance: As part of road maintenance due to farming activities, the successful bidder will be required to provide \$1,000 worth of rock per year. Rock will be applied to River Road preferably in late winter or early spring. Due to fluctuating water levels, it is important to work with the area management foreman on determining a schedule.

Term of Lease: The successful bidder will be required to enter into a lease contract with the Department of Fish and Wildlife Resources for a term of one year, to be renewed for four successive one-year periods (for a total of five years). Renewal will take place between February 1 - 15 of each year. The lease will be for a crop year (March 15 - October 25) unless special circumstances warrant otherwise. Cooperators will be expected to provide a Deposit Payment in the amount of 10% of the estimated agricultural lease and a "Security Bond" payable to the Kentucky Department of Fish and Wildlife in the amount of the estimated final payment at contract acceptance, (February 1-15); OR, the cooperator may elect to provide full payment of the annual contract on acceptance of the contract segment. Payment will be calculated on an estimated acreage planted format. Payment for fields not planted due to uncontrollable occurrences of nature will be credited to the next contract segment.

Payment of Rental: The successful bidder will enter into a lease contract with the Department of Fish and Wildlife Resources on an annual basis (renewably annually for four (4) additional years for a total of five (5) years). A payment of 10% as a spring deposit and a security bond in the amount of the estimated 90% final payment, payable to the Kentucky Department of Fish and Wildlife Resources, is required on acceptance of the annual agreement in February of each contract year. The lease agreement will provide for an adjusted final payment of the balance of the contract due December 1st of each contract year. At time of payment, weight ticket and payment receipts must be presented totaling \$1,000.00 in rock applied to River Road. Final payments will be calculated on a price bid per acre of crop planted format. A THREE PERCENT (3%) LATE CHARGE WILL APPLY IF BALANCE IS NOT RECEIVED BY THE DECEMBER 1ST DEADLINE.

OR

The cooperator may elect to provide payment in full of the estimated annual contract on acceptance of each annual contact, with the understanding that any excess payment(s) will be applied toward the upcoming annual contact. Rock weight tickets and receipts still must be turned in after rock is applied. <u>Final payments will be calculated</u> on a price bid per acre of crop planted format.

Liability: The successful bidder agrees to indemnify and hold harmless the Commonwealth from any and all claims, demands, damages, actions, costs, including attorney's fees, and charges for which the Commonwealth may be subject, or for which the Commonwealth, or the successful bidders, may be required to pay by reason of injury to any person or property or loss of life or property resulting from or in any way connected to the character, condition or use of the leased premises or any means of ingress thereto, or egress there from unless such injury or loss arises directly from the negligence of the Commonwealth, or any of its officers, agents or employees, while acting within the scope of their employment. The successful bidder shall, at their own expense, assume defense of such claims and actions for damages or judgments arising directly from the negligence of the Commonwealth, any of its departments or agencies, or any of its officers, agents, or employees while acting within the scope of their employment.

Termination for Default:

(a) If at any time during the period in which the lease agreement is in effect, the successful bidder, in the opinion of the Commonwealth, defaults on any obligation incurred hereunder, including, but not limited to the obligation to pay rent, as provided in the resulting agreements, then the agreements shall be subject to termination by the Commonwealth, with no right of recourse remaining in the successful bidders. All rights and benefits therein conferred shall be deemed forfeited, and the successful bidder covenant that they shall quietly surrender possession of the demised premises to the Commonwealth, <u>provided however</u>, that before any termination shall occur under this section, the successful bidder shall be given written notice and be allowed thirty

days from the date of receipt of such notice in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then the lease agreement shall remain in full force and effect.

- (b) The procedure for termination of the lease agreements under this section shall be as follows:
- 1. The Commonwealth shall deliver, by certified mail, to the successful bidders a "Notice of Termination" which shall specify (a) the nature of the termination; (b) the extent to which use; under the lease agreements are to be terminated; and (c) the date upon which termination becomes effective.
- 2. The successful bidder shall stop use; under the lease agreement on the date indicated and to the extent specified in said "Notice of Termination", unless the default on noncompliance is cured within the time period stated in the notice.

(c) In the event of termination for default, the successful bidder shall be responsible for repaying to the Commonwealth any and all monetary sums due the Commonwealth under the lease agreements, up to and including the effective date of termination.

(d) The rights and remedies for the Commonwealth provided in the agreements shall not be exclusive, and are in addition to any other rights and remedies provided by law or in equity.

<u>Cancellation Clause</u>: Either party may cancel the resulting lease for no cause by giving written notice to the other party, specifying the date of cancellation, with such notice to be given not less than thirty (30) days prior to the date of such cancellation. Time will be computed from date of mailing notice. Upon said cancellation, successful bidder shall quit the premises and leave it in as good order as received, ordinary wear and tear, and natural decay excepted. Any cancellation of this Agreement, however caused, shall be entirely without prejudice to the rights of the Commonwealth then accrued hereunder.

<u>Method of Award</u>: A lease will be awarded for the wildlife management area on a highest bid amount to that responsible, responsive bidder whose offer conforming to this Invitation to Bid will be most advantageous to the Commonwealth. The Commonwealth of Kentucky reserves the right to reject any and all bids and to waive technicalities. A bidder's past performance under lease shall be a consideration and may be a factor in the award of a lease.

<u>Adding Terms and Conditions</u>: Additional terms and conditions that come within the scope of the resultant leases and found to be needed may be added to each lease if mutually agreeable to both the successful bidder and the Department of Fish and Wildlife Resources.

<u>Good Faith Deposit</u>: A good faith deposit must be submitted with each bid in an amount equal to ONE HUNDRED DOLLARS (\$100.00). The good faith deposit should be made payable to the Kentucky State

Treasurer (cash will not be accepted). All such deposits will be returned on unsuccessful bids. The deposits made with the successful bids will be retained by the agency and later applied to the lease payment.

NOTE: FOR FURTHER INFORMATION PLEASE CONTACT: Scott Buser, 1584 Overlook Drive, Taylorsville, Ky. 40071, 502-477-9024 Monday thru Friday from 8:00A.M. - 4:00 P.M.

TERMS AND CONDITIONS

A. General

- 1. Bidders will bid on 148 acres in Anderson County Kentucky. The Lessee may not sublease any part of the lease unit to a second party.
- 2. The Lessee shall assume responsibility for maintenance of the entire crop including furnishing all equipment, labor, and supplies, pay all expenses necessary and incidental to compliance with the provisions and conditions set forth herein unless otherwise specified in the contact.
- 3. The Lessee may be required to leave an assigned amount of the crop standing in a pattern to be determined by the assigned Supervisor.
- 4. The Lessee is required to utilize good agricultural practices in accordance within any conservation plan on file at the natural resource conservation service office. The Lessee will comply with the guidelines of this plan so as to avoid undue erosion or damage to existing wildlife or wildlife habitat. Conventional tillage is an acceptable practice but reduced tillage, low-till and no-till is preferred methods.
- 5. The Lessee will be responsible to maintain records of the acreage planted and to report same to the appropriate Farm Service Agency office.
- 6. The Lessee assumes all risk and/or damage by reason of flooding or other natural disaster. After the crop is planted, the final lease cost will be computed on a cost per acre planted format. In the event of weather related crop loss and settlement with crop insurance the final payment will be computed on a cost per acre harvest format and the damaged crop shall remain in the field for wildlife.
- 7. The Department may over-seed wheat or other cover crops in the fall in selected fields. The Department will pay these costs. The Lessee will destroy or incorporate the remaining cover crop the next cropping season based on the field rotation plan.
- 8. Hunting, trapping, fishing and other rights are retained by the Commonwealth which also retains the right of access to the property for the purpose of fish and wildlife management, public hunting and fishing opportunity. Reasonable care will be exercised to prevent damage to the property or crops of the Lessee. The Lessee shall not deny the public access to any portion of the wildlife management area unless it is proven that damage to the crop will result.
- 9. The Lessee will provide a written report (forms to be provided) of the following:
 - a. Acreage planted and reported to the FSA office.
 - b. Fertilizer and/or lime applied per acre by field number.
 - c. Herbicide applied per acre by field number.
 - d. Harvest removed by field numbers (in total bushel).
 - e. Soil test results before the fourth contract year.

10. The Lessee will be responsible for damage to state properties and facilities as a result of cropping activity. Should the Lessee or his employees damage state owned or installed fixtures restitution will be made during that crop year. Damages may include but are not limited to damage/destruction of public hunting blinds, tree/shrub planting, boundary markers/fencing, building, gates, water control structures/facilities, dikes, dams, levees, and vegetation. The local area manager is authorized to establish prices for damage to state properties and facilities.

Should damage occur to the tenant crop as a result of actions by department staff or agents, appropriate adjustments will be made to the final crop payments on an acre damage/estimated production format.

- 11. No part of the lease may be placed in any federal land retirement program.
- 12. No livestock will be permitted. Finding livestock or evidence of their use will result in the issuance of a citation.
- 13. If irrigation facilities are necessary, such facilities shall be provided by and at the expense of the Lessee.
- 14. The lessee shall not be permitted to erect temporary or permanent structures of any type on the leased premises.
- 15. The Lessee shall be responsible for maintaining their entire leased premises in a clean and sanitary condition throughout their lease term. The Lessee further agrees that upon the expiration or termination of their lease agreement, they will return the leased premises in as good an order as received, ordinary wear and tear, and acts of Nature expected.
- 16. The Lessee shall comply with the Conservation Plan on file at the local county Natural Resource Conservation Service office and follow recommended land practices.
- 17. The Lessee will follow planned crop rotations in agricultural operations. Multiple consecutive (3 years) years of same crop is prohibited, i.e. continuous production of the same grain crop in the same field is not allowed.
- 18. The Lessee may, with permission from the area supervisor, utilize existing structures on the leased premises.

B. Soil Testing/Fertilization/Lime

- 1. The Lessee will be required to perform soil tests as required by contract on fields they utilize and provide copies of the test and proof of fertilizer application. Soil testing will be conducted before the fourth year of the five-year contract is awarded. For consistency, the University of Kentucky's Extension offices in each county will be used for the soil test services. All test results and field locations shall be kept on file at the Taylorsville Lake Wildlife Management Area office.
- 2. The Lessee shall comply with soil test recommendations and lime row crop fields at the recommended rate and hay fields at 50 percent the recommended rate. Lime applications do not have to exceed 2 tons per acre. The application of Nitrogen, Phosphorous, and Potassium the following recommendation should be followed as a general rule:

If Phosphorous and Potassium levels, according to the soil test, are in the Medium to High range it is not necessary to make an application unless a crop response is expected. Applications should be made if range levels fall into the Low to Medium categories. No less than the minimum recommendations should be applied in these instances. Maximum levels should never be exceeded and or generally not recommended due to their inefficacy.

Test results showing the need for trace elements should be treated on an as needed basis. Nitrogen applications should be made for the minimum expected yield. High-end recommended and arbitrary applications are not environmentally or economically sound and should not be made. Nitrogen tests are recommended when feasible. A general recommendation of 1.5 units of nitrogen per bushel of expected yield for the respective field can be used. This would be based on the fields past average bushel yield. Nitrogen fixing cover crops are encouraged and recommended to be used whenever possible. The use of anhydrous ammonia as a nitrogen source is not recommended because of the cumulative damage to soil microorganisms and a general decline in soil tilth. Department staff will not utilize anhydrous ammonia and will recommend all tenants convert to other more environmentally friendly forms of Nitrogen such as Urea, Diammonium Phosphate, etc.

C. Tillage Practices

- 1. Tillage methods and residue coverage should be consistent and conform to the N.R.C.S. Conservation Plan that is on file. Practices such as, but not limited to, no-till, conservation tillage, low-till are all encouraged.
- 2. Spring field preparations, (disking, plowing) shall not begin prior to March 15 without prior approval of the area supervisor. Minimum conventional tillage and no-till is encouraged where applicable.
- 3. No fall tillage (plowing or disking) should take place except for the establishment of cover crops, permanent grass/hay sowing, erosion control, or fescue conversions. Tillage for fall cover crops or fall sown grain crops should be performed no later than November 15th without approval of the area supervisor.
- 4. Conventional plowing is not recommended in any of the above situations. Para-plow tillage is acceptable for the disturbance of hardpans and this may be used in the fall with the approval of the land manager. Chisel plowing is not accepted for fall use. No soil disturbances should be performed after November 15th.

D. Riparian Vegetation/Buffer zones

Riparian vegetation stabilizes stream banks, provides thermal insulation, reduces stream sediment loads and protects streams from soil, chemical and fertilizer runoff from crop fields. Buffer zones also act as wildlife corridors, travel-ways, escape cover and access-ways. Riparian strips/buffer zones should be either protected or established along/adjacent to all, streams, wetlands, and waterways and crop lands/field borders on Department Wildlife Management Areas.

- 1. All streams, (perennial, intermittent, storm event, etc) shall be protected by a riparian zone for a minimum of 100 feet on each side of the stream bank. There shall be no canopy disturbance within the first 50-feet of this zone.
- 2 Ponds, lakes, reservoirs, seasonal and permanent wetlands and other aquatic systems shall have at least a 50-foot riparian zone (preferably 100 feet) on all sides. This zone shall be of undisturbed soil but is subject to rotational mowing or burning when it is a necessary component of management (for example waterfowl flight corridors).
- 3. Other field boarders such as property boundaries, fence rows, roadsides, etc. shall have a vegetated strip of not less than 50 feet of undisturbed soil.

E. Pesticides

- 1. There will be no application of restricted use pesticides as designated by the United States Environmental Protection Agency and the U. S. Fish and Wildlife Service. (See the area supervisor for an up to date list or consult the local chemical dealer).
- 2. There will be no use of insecticides upon Department owned or managed lands.
- 3. Pesticides are to be used only according to label directions.
- 4. Only the lowest recommended amount of the chemical that will efficiently and effectively control the weed shall be used.
- 5. Rotating herbicides will be recommended and used to avoid the development of resistant weeds.

- 6. Pesticides will not be used within 50 feet of any stream, river, lake, reservoir, wetland or body of water or in accordance with the label directions. Special consideration will be given to prevent any adverse impacts to highly sensitive and/or unique habitats which may be host to special flora and fauna.
- 7. The Lessee shall report pesticide use on a yearly basis using forms provided.
- 8. Any pesticide containers will be disposed of using any available state, county or local disposal program. In the absence of available programs, the container must be handled and disposed of following all label directions for that specific container.

BID FORM

Subject to the Instructions, Terms and Conditions above, and the Authentication of Bid and Affidavit of Non-Collusion and Non-Conflict of Interest. I propose to pay a deposit of \$100.00 for my bid. (Unsuccessful bidders will have their deposit returned.) I also, understand that as a successful bidder I will be required to provide a spring deposit for 10% of the estimated annual contact and a security bond for the estimated (90%) final payment due on or before December 1st annually.

OR

Provide full payment of the annual contract based on the estimated acreages to be planted on acceptance of the annual contract. Any excess payment(s) will be applied toward the upcoming year's agricultural contact.

AUTHENTICATION OF BID AND AFFIDAVIT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

- I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:
- 1. That I am the Bidder (if the Bidder is an individual), a partner (if the Bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- 2. That the attached bid or bids covering Kentucky Division of Real Properties Invitation No. <u>11242021</u> have been arrived at by the bidder independently and have been submitted with, and without any agreement understanding or planned common course of action with any other lease of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
- 3. That the contents of the bid or bids have not been communicated by the Bidder of its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
- 4. That the Bidder is legally entitled to enter into contracts with Commonwealth of Kentucky and is not in violation of any conflict of interest statute, including the provisions of KRS 45A.330 to 45A.34, 45A.990, 45A.64.390 or KRS11A.040 or the Executive Branch Code of Ethics; and,
- 5. That I have fully informed myself regarding the accuracy of the statements made above.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date: ______ Affidavit Expiration Date: ______ Maximum Length One-Year: ______

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
- a. In accordance with <u>KRS 45A.110</u> and <u>KRS 45A.115</u>, neither the bidder or offeror as defined in <u>KRS 45A.070(6)</u>, nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
- b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in <u>KRS</u> <u>45A.485</u>; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
- c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by <u>KRS Chapter 139</u>, and will remain registered for the duration of any contract awarded.
- d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
- e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in KRS 45A.607.
- f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:
- a. In accordance with <u>KRS 121.056</u>, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in <u>KRS 121.150</u> to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS REOUIRED AFFIDAVIT FOR BIDDERS. OFFERORS AND CONTRACTORS PAGE 2 OF 2

- a. In accordance with <u>KRS 121.330(1) and (2)</u>, and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.
- b. In accordance with <u>KRS 121.330(3) and (4)</u>, and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature	Printed Name
Title	Date
Company Name	
Address	
Phone/Email	
Subscribed and sworn to before me by	(Affiant) (Title)
of(Company Name)	_ thisday of,20
Notary Public [seal of notary]	My commission expires:

Estimated acreage and crop rotation

Sample scheduled 5year rotation								
FIELD #	ACREAGE	2022	2023	2024	2025	2026		
1	12	y.corn	s.beans	y.corn	y.corn	s.beans		
2	20	y.corn	s.beans	y.corn	y.corn	s.beans		
3	7	y.corn	s.beans	y.corn	y.corn	s.beans		
4	4	y.corn	s.beans	y.corn	y.corn	s.beans		
10	13	y.corn	s.beans	y.corn	y.corn	s.beans		
14	6	y.corn	s.beans	y.corn	y.corn	s.beans		
17	20	y.corn	s.beans	y.corn	y.corn	s.beans		
20	2	y.corn	s.beans	y.corn	y.corn	s.beans		
21	3	y.corn	s.beans	y.corn	y.corn	s.beans		
25	1.5	y.corn	s.beans	y.corn	y.corn	s.beans		
27	10.5	y.corn	s.beans	y.corn	y.corn	s.beans		
28	20	y.corn	s.beans	y.corn	y.corn	s.beans		
29	29	y.corn	s.beans	y.corn	y.corn	s.beans		
total	148							

** 5% of corn & soybean will be left standing in each field after harvest**

Bid Worksheet

I PROPOSE TO PAY A	A BID PRICE I	PER ACRE with	gravel application:		
FOR YELLOW CORN	\$	X 444 ACRES	= \$	_A	(5-year total)
FOR SOYBEANS	\$	X 296 ACRES	= \$	_B	(5-year total)
TOTAL CROP BID		740 ACRES	= \$	_A+I	B (5-year total)
Gravel on River Road	<u>\$ 1,000.00 2</u>	X 5 applications	= <u>\$5,000</u>	_C	_(5-year total)
TOTAL BID PACKAG	E (740 acres +	gravel)	= \$	A+	+B+C (5-year total)
Signature:			Name:		
Address:			City:		
State:					
Home:			Cell:		

** 5% of corn & soybean will be left standing in each field after harvest**